as an individual or private corporation in like circumstances. *Fisher* v. *New Bern,* 140 N. C. 506, 53 S.E. 342, 5 L. R. A. (N.S.) 542, 111 Am. St. Rep. 857; *Bullmaster* v. *St. Joseph,* 70 Mo. App. 60; *Henderson* v. *Young,* 26 Ky. L. Rep. 1152, 83 S.W. 583.

MASTER AND SERVANT—SOLICITATION OF TRADE BY FORMER EMPLOYEE.—Defendant was formerly employed by plaintiff in selling butter and eggs to customers most of whom had dealt with the plaintiff for some time, though defendant, during the course of his employment, added some new customers to his selling list. The names of all these parties were listed in the city directory as retail dealers in butter and eggs. After leaving plaintiff's employ, defendant continued to sell to most of these persons, and plaintiff seeks to enjoin him. *Held,* in the absence of an express contract, defendant cannot be perpetually prevented from using the knowledge gained while in plaintiff's employ for his own benefit now that the contract of employment has expired. *Boosing* v. *Dorman et al.* (1912), 133 N. Y. Supp. 910.

The precise question under such a statement of facts does not seem to have been passed upon before. Contracts in restraint of trade have been held to be good where they were confined to a particular territory or covered a definite period of time, even though the law does not favor them, *Ropes* v. *Upton,* 125 Mass. 258; *Watson* v. *Ross,* 46 Ill. App. 188; *Tallis* v. *Tallis,* 22 L. J. Q. B. 185, such as contracts restraining agents or employees from competing with their employers after employment ends. *Jarvis Adams Co.* v. *Knapp,* 121 Fed. 34; *Harrison* v. *Glucose, etc. Refining Co.,* 116 Fed. 304; *Carnig* v. *Carr,* 167 Mass. 544. Also secret processes of manufacturing have been protected when the servant acquired knowledge of them purely by reason of his employment. *Peabody* v. *Norfolk,* 98 Mass. 452; *Tabor* v. *Hoffman,* 41 Hun. 5, affirmed in 118 N. Y. 30; *Stone* v. *Goss,* 65 N. J. Eq. 756; *Thum* v. *Tloczynski,* 114 Mich. 149. But in the principal case, the court refuses to take the next step suggested by the facts in the principal case, saying "the knowledge which Dorman acquired by calling upon customers * * * with regard to their habits of buying, their financial worth, and their individual characteristics and preferences, can hardly be denominated 'trade secrets' which the employee is prohibited from using after the termination of his employment, in the absence of an express contract." As said in *Gossard Co.* v. *Crosby,* 132 Iowa 155, 109 N. W. 483; "The allegation that appellee is profiting by the experience and knowledge which she obtained in appellant's service alleges no legal wrong. An employee leaving the employer's service cannot leave the experience or knowledge there acquired." To the same effect, *Rogers Mfg. Co.* v. *Rogers,* 58 Conn. 356; *Sternberg* v. *O'Brien,* 48 N. J. Eq. 370; *Chain Belt Co.* v. *Von Spreckelsen,* 117 Wis. 106.

MUNICIPAL CORPORATIONS—ASSESSING RAILROAD RIGHT OF WAY FOR LOCAL IMPROVEMENTS.—Under the charter of St. Louis providing that "all the property" within a district to be specified should be assessed for street improvements, an assessment for the reconstruction and paving of a street was imposed on land owned by defendant company and used solely as a right of